

Ryan Woodson
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Plaintiff *in pro per*



IFP Submitted

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

RYAN WOODSON, an individual,	)	Case No. 8:25-cv-01373-JVS-(JDEx)
)	
Plaintiff,	)	PLAINTIFF RYAN WOODSON'S
	)	COMPLAINT AGAINST DEFENDANT
v.	)	L.A. WILSHIRE CORP., DBA THE
	)	SUITES AT FLAMINGO
L.A. WILSHIRE CORP., DBA THE)	
SUITES AT FLAMINGO; and DOES 1)	
through 20, inclusive,	)	1. FRAUD
	)	2. BREACH OF CONTRACT
	)	3. BREACH OF THE IMPLIED
Defendants.	)	COVENANT OF GOOD FAITH AND FAIR
	)	DEALING
	)	4. NEGLIGENCE
	)	5. NEGLIGENT MISREPRESENTATION
	)	6. INTENTIONAL INFLICTION OF
	)	EMOTIONAL DISTRESS

1. PARTIES

2. Plaintiff Ryan Woodson, an individual ("PLAINTIFF"), is and at all times relevant to this action was, a resident of Orange County, California.

3. Defendant L.A. WILSHIRE CORP., DBA THE SUITES AT FLAMINGO ("THE SUITES," "SUITES," or "DEFENDANT") is and at all times relevant to this action was a corporation doing business in Las Vegas, Clark County, Nevada.

4. PLAINTIFF is presently unaware of the true identities and capacities of the Defendant sued

1 herein by the fictitious names DOES 1 through 20, inclusive. PLAINTIFF is informed and
2 believes and based thereon alleges that each such fictitiously named DOE Defendant is legally
3 liable to him for their acts, omissions, and for their involvement in the events and transactions
4 on which this action is based. PLAINTIFF will amend this Complaint when he
5 ascertains the true names and capacities of the fictitiously named DOE Defendant.

6 **JURISDICTION**

7 5. Court is the proper jurisdiction because the events that form the basis of PLAINTIFF's
8 Complaint occurred in Las Vegas, Clark County, Nevada, PLAINTIFF is a resident of California,
9 and DEFENDANT is a Nevada limited liability company.

10 **FACTUAL ALLEGATIONS**

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12 6. In or about April 2023, PLAINTIFF rented a room at THE SUITES located at 4865 Boulder
13 Highway, Las. Nevada 89121 and stayed several months. PLAINTIFF and THE SUITES entered
14 into a written contract in which PLAINTIFF agreed to pay \$325.00 a week in exchange for THE
15 SUITES providing, inter alia, a secure and habitable room, adequate security, and refrain from
16 placing PLAINTIFF'S life, health, security, and property at risk.

17 7. During his stay at THE SUITES, PLAINTIFF complained to the office about a group of tenants
18 in the adjacent building who he believed were part of a group he had reported multiple times to the
19 police and sued and were trying to cause PLAINTIFF harm in retaliation by harassing him,
20 threatening him, and trying to frame him for a crime. PLAINTIFF requested that DEFENDANT
21 evict this group of tenants because of their illegal actions, but DEFENDANT refused to evict them.

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23 8. Subsequently, one male from the group that PLAINTIFF requested DEFENDANT to evict
24 physically assaulted PLAINTIFF and caused him physical and mental injuries and damages. When
25 PLAINTIFF complained to DEFENDANT'S security, they refused to call the police to have him
26 arrested despite PLAINTIFF'S request that they call the police because he did not have a cell
27 phone and PLAINTIFF'S room did not have a phone. DEFENDANT then continued to refuse to
28 evict this individual or the group he was staying with.

1 9. Afterward, PLAINTIFF discovered that this individual was arrested in Las Vegas about two
2 weeks after this incident for murder. PLAINTIFF also believes that this individual is related to the
3 owners or managers of DEFENDANT.

4 10. Furthermore, DEFENDANT intentionally placed me in a room surrounded by more people
5 associated with the group PLAINTIFF had made numerous police reports and filed lawsuits
6 against and other tenants and employees who lived in that building and area to try framing
7 PLAINTIFF for a crime in retaliation for the police reports and lawsuits.

8 11. PLAINTIFF was subjected to repeated stalking, harassment, threats, and assaults nearly every
9 time he left the room monitored by these perpetrators.

10 12. DEFENDANT'S contractual obligations in its written contract with PLAINTIFF and duties to
11 exercise reasonable care included but were not limited to providing PLAINTIFF with a habitable
12 property and room; properly screen applications by prospective tenants and hotel guests; not
13 interfere with PLAINTIFF'S use and peaceful enjoyment of the property and room; provide
14 adequate security; properly and reasonably investigate PLAINTIFF'S complaints about tenants'
15 wrongful and illegal activities; properly supervise tenants' activities and take appropriate action;
16 refrain from placing PLAINTIFF around tenants seeking to cause him harm or frame him for a
17 crime retaliating against PLAINTIFF by attempting to frame PLAINTIFF for a crime; refrain from
18 intentionally inflicting severe emotional distress on PLAINTIFF; not place people around his
19 hotel rooms who he has sued or made police reports against; evicting tenants who PLAINTIFF
20 filed complaints against for improper or illegal activities; refrain from permitting a tenant to
21 assault PLAINTIFF who would later become convicted for murder.

22 13. The written contract also included an implied covenant of good faith and fair dealing.
23 DEFENDANT also had a duty to exercise reasonable care and refrain from causing PLAINTIFF
24 damages by acting negligently or fraudulently. The written contract also included an attorney's
25 fees clause that entitled the prevailing party to recover their attorney's fees in an action regarding
26 the contract.
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1 14. DEFENDANT breached its contractual obligations and duties to exercise reasonable care by
2 failing to: provide PLAINTIFF with a habitable property and room; properly screen applications
3 by prospective tenants and hotel guests; not interfere with PLAINTIFF'S use and peaceful
4 enjoyment of the property and room; provide adequate security; properly and reasonably
5 investigate PLAINTIFF'S complaints about tenants' wrongful and illegal activities; properly
6 supervise tenants' activities and take appropriate action; refrain from placing PLAINTIFF around
7 tenants seeking to cause him harm or frame him for a crime retaliating against PLAINTIFF by
8 attempting to frame PLAINTIFF for a crime; refrain from intentionally inflicting severe emotional
9 distress on PLAINTIFF; not place people around his hotel rooms who he has sued or made police
10 reports against; evicting tenants who PLAINTIFF filed complaints against for improper or illegal
11 activities; refrain from permitting a tenant to assault PLAINTIFF who would later become
12 convicted for murder.

14 15. In April 2023 in telephone communications, written documentation and communications, and
15 in person meetings at THE SUITES office and property grounds, DEFENDANT also fraudulently
16 misrepresented and fraudulently concealed that it was intentionally failing to: provide PLAINTIFF
17 with a habitable property and room; properly screen applications by prospective tenants and hotel
18 guests; not interfere with PLAINTIFF'S use and peaceful enjoyment of the property and room;
19 provide adequate security; properly and reasonably investigate PLAINTIFF'S complaints about
20 tenants' wrongful and illegal activities; properly supervise tenants' activities and take appropriate
21 action; refrain from placing PLAINTIFF around tenants seeking to cause him harm or frame him
22 for a crime retaliating against PLAINTIFF by attempting to frame PLAINTIFF for a crime; refrain
23 from intentionally inflicting severe emotional distress on PLAINTIFF; not place people around his
24 hotel rooms who he has sued or made police reports against; evicting tenants who PLAINTIFF
25 filed complaints against for improper or illegal activities; and, refrain from permitting a tenant to
26 assault PLAINTIFF who would shortly thereafter be convicted for murder. This group continually
27 followed, harassed, and stalked PLAINTIFF in an attempt to prevent the lawsuit from
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proceeding.

16. DEFENDANT and its managers, employees, or agents made all of these false statements and fraudulent concealments to PLAINTIFF, knew that the fraudulent statements representations him were false when they were made, they intended that PLAINTIFF rely on the fraudulent representations and fraudulent concealments, PLAINTIFF reasonably and justifiably relied on the fraudulent representations, PLAINTIFF suffered substantial harm, and PLAINTIFF's reliance on the fraudulent representations was a substantial factor in causing him substantial harm.

17. THE SUITES caused PLAINTIFF damages by breaching the contract, acting negligently and fraudulently, and intentionally inflicting emotional distress by intentionally participating in the unlawful frame job attempts, failing to provide security, hire, train, or supervise employees, and placing PLAINTIFF'S life, security, and property at risk.

18. Despite the exercise of reasonable diligence, PLAINTIFF did not discover the facts underlying his causes of action until after his tenancies at the properties and the MBPD unlawful detainment.

19. PLAINTIFF's damages include, but are not limited to, general and compensatory damages, punitive damages, damages to PLAINTIFF's body and physical health, attorneys' fees, fees and costs, and severe emotional distress that includes PLAINTIFF's mental suffering, mental anguish, fright, horror, nervousness, grief, anxiety, worry, shock, humiliation, and shame that an ordinary, reasonable person would be unable to cope with it.

20. Based on the allegations herein, there is clear and convincing evidence that Defendant's conduct constitutes oppression, fraud, and malice toward Plaintiff that would entitle him to recover punitive damages in addition to the actual damages. Defendant's conduct amounts to malice because they intended to cause injury to plaintiff, and it was despicable conduct with a willful and conscious disregard of the rights or safety of others; their actions are oppression because it is despicable conduct that subjects a person to cruel and unjust hardship in conscious disregard of that person's rights and it is base, vile, or contemptible.

21. PLAINTIFF's damages for Defendant's torts substantially exceeds his economic damages for Defendant's breaches of contract.

FIRST CAUSE OF ACTION – FRAUD

(Against DEFENDANT)

22. PLAINTIFF repleads, realleges, and hereby incorporates by reference each and every previously alleged paragraph in this Complaint as though fully set forth at length again.

23. In multiple verbal communications, in person at THE SUITES, by phone, emails, and texts during PLAINTIFF'S April 2023 communications with DEFENDANT regarding leasing a suite and throughout PLAINTIFF'S time at THE SUITES, DEFENDANT and their managers, employees, or agents DEFENDANT also fraudulently misrepresented and fraudulently concealed that it was intentionally failing to: provide PLAINTIFF with a habitable property and room; properly screen applications by prospective tenants and hotel guests; not interfere with PLAINTIFF'S use and peaceful enjoyment of the property and room; provide adequate security; properly and reasonably investigate PLAINTIFF'S complaints about tenants' wrongful and illegal activities; properly supervise tenants' activities and take appropriate action; refrain from placing PLAINTIFF around tenants seeking to cause him harm or frame him for a crime retaliating against PLAINTIFF by attempting to frame PLAINTIFF for a crime; refrain from intentionally inflicting severe emotional distress on PLAINTIFF; not place people around his hotel rooms who he has sued or made police reports against; evicting tenants who PLAINTIFF filed complaints against for improper or illegal activities; and, refrain from permitting a tenant to assault PLAINTIFF who would shortly thereafter be convicted for murder.

24. DEFENDANT and its managers, employees, or agents made all of these false statements and fraudulent concealments to PLAINTIFF, knew that the fraudulent statements representations him were false when they were made, they intended that PLAINTIFF rely on the fraudulent representations and fraudulent concealments, PLAINTIFF reasonably and

1 justifiably relied on the fraudulent representations, PLAINTIFF suffered substantial harm, and
2 PLAINTIFF's reliance on the fraudulent representations was a substantial factor in causing
3 him substantial harm.

4 25. PLAINTIFF justifiably relied on Defendant's fraudulent misrepresentations and concealments
5 because it is the owner landlord and management company of the large Las Vegas property THE
6 SUITES, it knew all of the facts regarding the property, PLAINTIFF had no reason to disbelieve
7 their statements because he was not aware of any of their prior misrepresentations, and
8 DEFENDANT appeared to be a successful business.

9 26. PLAINTIFF's damages for these Defendant's fraud substantially exceeds his economic losses
10 under the contracts.

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12 **SECOND CAUSE OF ACTION – BREACH OF CONTRACT**

13 **(Against DEFENDANT)**

14 27. PLAINTIFF repleads, realleges, and hereby incorporates by reference each and every
15 previously alleged paragraph in this Complaint as though fully set forth at
16 length again.

17 28. PLAINTIFF entered into written contracts with DEFENDANT, as alleged herein.
18 PLAINTIFF fully performed his obligations under the contracts by paying the deposit, weekly rent,
19 and other fees.

20 29. DEFENDANT'S obligations under the written contracts were either included in the lease
21 contract, included under a similar contractual clause, implied warranties such as habitability and
22 use and peaceful enjoyment, or are being pled through their legal effect.

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24 30. DEFENDANT'S contractual obligations and duties to exercise reasonable care included but
25 were not limited to providing PLAINTIFF with a habitable property and room; properly screen
26 applications by prospective tenants and hotel guests; not interfere with PLAINTIFF'S use and
27 peaceful enjoyment of the property and room; provide adequate security; properly and reasonably
28 investigate PLAINTIFF'S complaints about tenants' wrongful and illegal activities; properly

1 supervise tenants' activities and take appropriate action; refrain from placing PLAINTIFF around
2 tenants seeking to cause him harm or frame him for a crime retaliating against PLAINTIFF by
3 attempting to frame PLAINTIFF for a crime; refrain from intentionally inflicting severe emotional
4 distress on PLAINTIFF; not place people around his hotel rooms who he has sued or made police
5 reports against; evicting tenants who PLAINTIFF filed complaints against for improper or illegal
6 activities; refrain from permitting a tenant to assault PLAINTIFF who would later become
7 convicted for murder.

8 31. The written contract also included an implied covenant of good faith and fair dealing.
9 DEFENDANT also had a duty to exercise reasonable care and refrain from causing PLAINTIFF
10 damages by acting negligently or fraudulently.

11 32. DEFENDANT breached its contractual obligations and duties to exercise reasonable care by
12 failing to: provide PLAINTIFF with a habitable property and room; properly screen applications
13 by prospective tenants and hotel guests; not interfere with PLAINTIFF'S use and peaceful
14 enjoyment of the property and room; provide adequate security; properly and reasonably
15 investigate PLAINTIFF'S complaints about tenants' wrongful and illegal activities; properly
16 supervise tenants' activities and take appropriate action; refrain from placing PLAINTIFF around
17 tenants seeking to cause him harm or frame him for a crime retaliating against PLAINTIFF by
18 attempting to frame PLAINTIFF for a crime; refrain from intentionally inflicting severe emotional
19 distress on PLAINTIFF; not place people around his hotel rooms who he has sued or made police
20 reports against; evicting tenants who PLAINTIFF filed complaints against for improper or illegal
21 activities; refrain from permitting a tenant to assault PLAINTIFF who would later become
22 convicted for murder, among other breaches.

23 33. DEFENDANT'S material breaches caused PLAINTIFF substantial damages.

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25 **THIRD CAUSE OF ACTION – BREACH OF THE IMPLIED**
26 **COVENANT OF GOOD FAITH AND FAIR DEALING**
27 **(Against DEFENDANT)**
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1 34. PLAINTIFF repleads, realleges, and hereby incorporates by reference each and every
2 previously alleged paragraph in this Complaint as though fully set forth at length again.

3 35. A breach of contract may be established on the basis of either an express provision of the
4 contract or on the implied covenant of good faith and fair dealing.

5 36. Every contract imposes upon each party a duty of good faith and fair dealing in the
6 performance of the contract such that neither party shall do anything which will have the
7 effect of destroying or injuring the right of either party to receive the benefits of the contract.

8 37. Under PLAINTIFF'S contract with DEFENDANT, it was under a duty to perform in good
9 faith and fair dealing so PLAINTIFF was not deprived of the benefits of the written contracts and
10 to refrain from any tortious conduct such as fraud in their dealings with PLAINTIFF that caused
11 him damages and harm.
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13 38. However, DEFENDANT breached their duty of good faith and fair dealing under the written
14 contracts with PLAINTIFF by: In multiple verbal communications, in person, by phone, emails,
15 and texts during PLAINTIFF'S April 2023 communications with DEFENDANT regarding leasing
16 a suite and throughout PLAINTIFF'S time at THE SUITES, DEFENDANT and their managers,
17 employees, or agents DEFENDANT also fraudulently misrepresented and fraudulently concealed
18 that it was intentionally failing to: provide PLAINTIFF with a habitable property and room;
19 properly screen applications by prospective tenants and hotel guests; not interfere with
20 PLAINTIFF'S use and peaceful enjoyment of the property and room; provide adequate security;
21 properly and reasonably investigate PLAINTIFF'S complaints about tenants' wrongful and illegal
22 activities; properly supervise tenants' activities and take appropriate action; refrain from placing
23 PLAINTIFF around tenants seeking to cause him harm or frame him for a crime retaliating against
24 PLAINTIFF by attempting to frame PLAINTIFF for a crime; refrain from intentionally inflicting
25 severe emotional distress on PLAINTIFF; not place people around his hotel rooms who he has
26 sued or made police reports against; evicting tenants who PLAINTIFF filed complaints against for
27 improper or illegal activities; and, refrain from permitting a tenant to assault PLAINTIFF who
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1 would shortly thereafter be convicted for murder. This tortious conduct entitles PLAINTIFF to
2 recover for DEFENDANT'S breaches of the implied covenant.

3 39. PLAINTIFF has fully performed all conditions, covenants and all else required of him under
4 the contracts and complied with his duty to act in good faith and fair dealing.

5 40. PLAINTIFF has been damaged and harmed by DEFENDANT'S breaches of the implied
6 covenant of good faith and fair dealing and the breaches as alleged above were a substantial factor
7 as well as a direct and legal cause of the damages and harm suffered by PLAINTIFF.

8 **FOURTH CAUSE OF ACTION – NEGLIGENCE**

9 **(Against DEFENDANT)**

10 41. PLAINTIFF repleads, realleges, and hereby incorporates by reference each and every
11 previously alleged paragraph in this Complaint as though fully set forth at length again.

12 42. DEFENDANT owed PLAINTIFF a duty to exercise reasonable care in connection with being a
13 landlord to him and a motel owner and in managing and supervising its Managers, employees,
14 agents, tenants, and providing security.

15 43. However, DEFENDANT breached its duty to PLAINTIFF to exercise reasonable care by, inter
16 alia, failing to provide PLAINTIFF with a habitable property and room; properly screen
17 applications by prospective tenants and hotel guests; not interfere with PLAINTIFF'S use and
18 peaceful enjoyment of the property and room; provide adequate security; properly and reasonably
19 investigate PLAINTIFF'S complaints about tenants' wrongful and illegal activities; properly
20 supervise tenants' activities and take appropriate action; refrain from placing PLAINTIFF around
21 tenants seeking to cause him harm or frame him for a crime retaliating against PLAINTIFF by
22 attempting to frame PLAINTIFF for a crime; refrain from intentionally inflicting severe emotional
23 distress on PLAINTIFF; not place people around his hotel rooms who he has sued or made police
24 reports against; evicting tenants who PLAINTIFF filed complaints against for improper or illegal
25 activities; and, refrain from permitting a tenant to assault PLAINTIFF who would later become
26 convicted for murder.
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1 44. DEFENDANT'S breaches as alleged above were a substantial factor as well as a direct and
2 legal cause of the damages and harm suffered by PLAINTIFF.

3 45. PLAINTIFF's damages include, but are not limited to, general and compensatory damages,
4 punitive damages, damages to PLAINTIFF's body and physical health, attorneys' fees, fees
5 and costs, and severe emotional distress that includes PLAINTIFF's mental suffering, mental
6 anguish, fright, horror, nervousness, grief, anxiety, worry, shock, humiliation, and shame that
7 an ordinary, reasonable person would be unable to cope with it. PLAINTIFF's damages for

8 46. Defendant's negligence substantially exceeds his economic damages for Defendant's breaches
9 of contract.

10 **FIFTH CAUSE OF ACTION – NEGLIGENT MISREPRESENTATION**
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12 **(Against DEFENDANT)**

13 47. PLAINTIFF repleads, realleges, and hereby incorporates by reference each and every
14 previously alleged paragraph in this Complaint as though fully set forth at length again.

15 48. DEFENDANT owed PLAINTIFF a duty to exercise reasonable care in connection with being a
16 landlord to him and a motel owner and in managing and supervising its Managers, employees,
17 agents, tenants, and providing security.

18 49. PLAINTIFF'S time at THE SUITES, DEFENDANT and their managers, employees, or agents
19 DEFENDANT also negligently misrepresented and negligently concealed that it was intentionally
20 failing to: provide PLAINTIFF with a habitable property and room; properly screen applications
21 by prospective tenants and hotel guests; not interfere with PLAINTIFF'S use and peaceful
22 enjoyment of the property and room; provide adequate security; properly and reasonably
23 investigate PLAINTIFF'S complaints about tenants' wrongful and illegal activities; properly
24 supervise tenants' activities and take appropriate action; refrain from placing PLAINTIFF around
25 tenants seeking to cause him harm or frame him for a crime retaliating against PLAINTIFF by
26 attempting to frame PLAINTIFF for a crime; refrain from intentionally inflicting severe emotional
27 distress on PLAINTIFF; not place people around his hotel rooms who he has sued or made police
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1 reports against; evicting tenants who PLAINTIFF filed complaints against for improper or illegal
2 activities; and, refrain from permitting a tenant to assault PLAINTIFF who would shortly thereafter
3 be convicted for murder.

4 50. THE SUITES and its managers, employees, or agents made all of these negligent
5 statements and negligent concealments to PLAINTIFF, knew that the
6 misrepresentations were false when they were made, they intended that PLAINTIFF rely on
7 the negligent representations and negligent concealments, PLAINTIFF reasonably and
8 justifiably relied on the negligent misrepresentations, PLAINTIFF suffered substantial harm,
9 and PLAINTIFF's reliance on the negligent misrepresentations was a substantial factor in
10 causing him substantial harm and damages.

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12 **SIXTH CAUSE OF ACTION – INTENTIONAL INFLICTION OF EMOTIONAL**
13 **DISTRESS**

14 **(Against DEFENDANT)**

15 51. PLAINTIFF repleads, realleges, and hereby incorporates by reference each and every
16 previously alleged paragraph in this Complaint as though fully set forth at length again.

17 52. As alleged herein, DEFENDANT intentionally inflicted emotional distress on PLAINTIFF by
18 meeting, planning, conspiring, and taking overt acts to cause him harm and damages in retaliation
19 for his police reports and lawsuits.

20 53. DEFENDANT intentionally did the following to PLAINTIFF: failed to provide PLAINTIFF
21 with a habitable property and room; properly screen applications by prospective tenants and hotel
22 guests; not interfere with PLAINTIFF'S use and peaceful enjoyment of the property and room;
23 provide adequate security; properly and reasonably investigate PLAINTIFF'S complaints about
24 tenants' wrongful and illegal activities; properly supervise tenants' activities and take appropriate
25 action; refrain from placing PLAINTIFF around tenants seeking to cause him harm or frame him
26 for a crime retaliating against PLAINTIFF by attempting to frame PLAINTIFF for a crime; refrain
27 from intentionally inflicting severe emotional distress on PLAINTIFF; not place people around his
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1 hotel rooms who he has sued or made police reports against; evicting tenants who PLAINTIFF
2 filed complaints against for improper or illegal activities; and, refrain from permitting a tenant to
3 assault PLAINTIFF who would shortly thereafter be convicted for murder.

4 54. DEFENDANT'S intentional conduct was outrageous; DEFENDANT intended to cause
5 PLAINTIFF emotional distress or they acted with reckless disregard of the probability that
6 PLAINTIFF would suffer emotional distress; DEFENDANT knew that PLAINTIFF was present
7 when the conduct occurred; PLAINTIFF suffered severe emotional distress; and DEFENDANT'S
8 conduct was a substantial factor in causing PLAINTIFF's severe emotional distress.

9 55. PLAINTIFF's severe emotional distress includes, but is not limited to, PLAINTIFF's mental
10 suffering, mental anguish, fright, horror, nervousness, grief, anxiety, worry, shock, humiliation,
11 and shame that an ordinary, reasonable person would be unable to cope with it. PLAINTIFF's
12 damages for these Defendant's intentional infliction of emotional distress substantially exceeds his
13 economic damages for Defendant's breaches of contract.

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15 **PRAYER**

16 **WHEREFORE**, PLAINTIFF prays for Judgment against DEFENDANT as follows:

- 17 1. That Judgment be entered in PLAINTIFF'S favor;
18 2. For general and special damages, punitive damages, and exemplary damages;
19 3. For attorneys' fees and costs of suit.
20 4. For all other relief the court deems proper.

21 DATED: June 24, 2025


Ryan Woodson
Plaintiff *in pro per*

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24 **JURY TRIAL DEMAND**

25 Plaintiff hereby demands a trial by jury.

26 DATED: June 24, 2025


Ryan Woodson
Plaintiff *in pro per*

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